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10 General Insolvency Counsel to
11 Debtor and Debtor-in-Possession

12 UNITED STATES BANKRUPTCY COURT
13 CENTRAL DISTRICT OF CALIFORNIA
14 SANTA ANA DIVISION

15 In re

16 ETHENTICA, INC., a Delaware
17 corporation, fdba Who? Vision Systems,
18 Inc,

19 Debtor and
20 Debtor-in-Possession.

Case No.: SA 01-14523 JB

Chapter 11 Proceeding

[PROPOSED] ORDER APPROVING:

- (1) THE SALE OF SUBSTANTIALLY
ALL OF THE DEBTOR'S ASSETS
FREE AND CLEAR OF LIENS,
CLAIMS, AND INTERESTS
PURSUANT TO 11 U.S.C. § 363; AND
(2) ASSUMPTION AND ASSIGNMENT
OF EXECUTORY CONTRACTS AND
UNEXPIRED LEASES

DATE: February 13, 2002

TIME: 10:00 a.m.

PLACE: Courtroom 6D
411 West Fourth Street
Santa Ana, CA 92701

FILED

FEB 13 2002

CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY Deputy Clerk

ENTERED

FEB 13 2002

CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY Deputy Clerk

On December 17, 2001, February 4, 2002 and February 13, 2002 at 10:00 a.m. this Court conducted a hearing (the "Sale Hearings") on the motion filed by Ethentica, Inc., the debtor and debtor-in-possession herein ("Ethentica" or the "Debtor"), captioned "(1) the Sale of Substantially All of the Debtor's Assets Free and Clear of Liens, Claims, and Interests Pursuant to 11 U.S.C. § 363, and (2) Assumption and Assignment of Executory Contracts and Unexpired Leases" (the "Sale and Assignment Motion").

The Debtor appeared by and through its general insolvency counsel, Richard H. Golubow of Winthrop Couchot Professional Corporation. Topspin Partners, L.P. (Topspin Partners or its designee are referred to as the "Buyer") appeared by and through its counsel, Alan C. Ederer of Westerman Ball Ederer Miller & Sharfstein, LLP. Other appearances are as reflected on the record of the Court.

This Court reviewed the Sale and Assignment Motion, the Memorandum of Points and Authorities, the evidence submitted by the Debtor, other declarations filed in connection with the Sale and Assignment Motion, the evidentiary objections thereto, various oppositions and objections to the Sale and Assignment Motion, and replies to same, and the record of this case. The Court further entertained argument and representations of counsel at the hearing on the Sale and Assignment Motion.

Accordingly, for the reasons stated on the record and good cause appearing therefor,
IT IS HEREBY ORDERED THAT:

1. Except as otherwise provided herein, the Sale and Assignment Motion is granted in all respects and any objection to the Sale and Assignment Motion is overruled in its entirety.

2. The notice and opportunity for hearing given with respect to the Sale and Assignment Motion and the Sale Hearings were "appropriate in the particular circumstances" within the meaning of section 102(1)(A) of the Bankruptcy Code.

3. The Asset Purchase Agreement between the Debtor and Buyer dated as of February 7, 2002, in the form attached hereto at Exhibit "1" (the "Asset Purchase Agreement"), is approved

1 in all respects and (a) the sale of the Assets¹ is approved and authorized under section 363 of
2 Bankruptcy Code, and (b) the assumption and assignment of the Assigned Contracts is approved
3 and authorized under section 365 of the Bankruptcy Code.

4 4. The Debtor is authorized, directed and empowered to execute, deliver and perform
5 the Asset Purchase Agreement and all agreements and documents contemplated thereby, and (a) to
6 sell to Buyer all of its right, title and interest in and to the Assets, as is, where is, free and clear of
7 any and all liens, claims, encumbrances, mortgages, security interests, demands, options, rights,
8 restrictions, charges, taxes, obligations, assessments, covenants, title defects, pledges,
9 encroachments, as well as any other interests or burden of any kind whether arising prior to or
10 subsequent to the commencement date of this bankruptcy case, and whether imposed by
11 agreement, understanding, law, equity or otherwise in such property (collectively, "Claims"), and
12 (b) to assume and assign to Buyer all of the Debtor's right, title and interest in and to the Assigned
13 Contracts pursuant to section 365 of the Bankruptcy Code.

14 5. The consideration to be paid by Buyer for the purchase of the Assets shall be (a) the
15 payment of \$_____ in cash or by wire transfer of immediately available funds at the Closing,
16 which shall be deposited into a segregated trust account of Winthrop Couchot Professional
17 Corporation (the "Winthrop Account") plus (b) any and all amounts required to cure any allowed
18 prepetition defaults under the Assigned Contracts, which cure amounts shall be paid directly by
19 Buyer to the parties to the Assigned Contracts; the cure amounts and the terms and conditions of
20 payment of same must be acceptable to Buyer in its sole and absolute discretion (the "Purchase
21 Price"). Any deposit provided by Buyer to the Debtor under the terms and conditions of any letter
22 of intent or otherwise, shall be held in the Winthrop Account and credited against the Purchase
23 Price.

24 6. The sale of the Assets to Buyer does not include the assets described and identified
25 in the Asset Purchase Agreement as "Excluded Assets".
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¹ Unless otherwise defined herein, the definitions of the capitalized terms set forth herein are as set forth in the Asset Purchase Agreement.

1 7. Except for certain monetary defaults set forth in the Asset Purchase Agreement and
2 any defaults of a kind which are rendered unenforceable by sections 365(b)(2), 365(e)(1), and
3 365(f)(1) of the Bankruptcy Code, the Debtor is not in default under any of the Assigned
4 Contracts. The monetary defaults for the Assigned Contracts described and set forth in the Asset
5 Purchase Agreement shall be cured by Buyer at Closing or upon such terms as may be agreed to
6 between Buyer and the parties to the Assigned Contracts.

7 8. The Assigned Contracts, upon assignment to Buyer, shall be deemed to be valid,
8 binding, in full force and effect and enforceable in accordance with their terms, subject to the
9 provisions of the Asset Purchase Agreement, this Order and the payment of the monetary defaults
10 set forth in the Asset Purchase Agreement.

11 9. Any party to any of the Assigned Contracts who receives payment of the monetary
12 defaults due under its particular Assigned Contract described in the Asset Purchase Agreement, or
13 who reaches an agreement with Buyer with respect to the payment of same, is forever barred from
14 raising or asserting any claim against Buyer, any default or breach under, or any claim or
15 pecuniary loss arising under or related to the Assigned Contracts as of the date of this Order and
16 continuing through and including the date of the Closing.

17 10. Pursuant to sections 105 and 363 of Bankruptcy Code, the Debtor transfers good
18 and marketable title in and to all of the Assets to Buyer, and the Assets shall be sold, and upon the
19 Closing shall be, free and clear of all Claims, with all such Claims, including, without limitation,
20 the first priority secured claim of VennWorks, LLC (the "Vennworks Claim") and the alleged
21 claims of Hewlett Packard, and Knobbe Martens Olson & Bear, which claims shall attach to the
22 net proceeds of the sale of the Assets on deposit in the Winthrop Account, with VennWorks
23 holding Claim in the order of their priority, with the same validity, force and effect which they
24 now have as against the Assets. Not later than two (2) business days after the Closing, the Debtor
25 shall deliver to VennWorks, LLC, a cashier's check or wire transfer in either case, pursuant to
26 VennWorks, LLC's written instruction, in the amount of \$ VennWorks has alleged
27 that the full outstanding balance due and owing on account of VennWorks Claim is in the amount:
28 of \$ (as of February 13, 2002) plus \$ per diem from and after February 13, 2002

1 until the date of delivery of the cashier's check or wire transfer as the case may be. VennWorks,
2 LLC will accept \$ in full satisfaction of the VennWorks Claim so long as a cashier's check
3 or wire transfer is delivered on or before February 18, 2002. In the event that a cashier's check or
4 wire transfer is not delivered on or before February 18, 2002, then the Debtor shall pay
5 VennWorks \$ plus interest at a per diem amount of \$ from February 13, 2002
6 through the date of payment. VennWorks, LLC shall deliver a termination statement to the Debtor
7 or Buyer (as they direct) concurrently with full payment of the VennWorks Claim.

JNB 8 ~~11. All persons holding Claims with respect to Assets shall be, and they hereby are,~~
9 ~~forever barred from asserting such Claims against Buyer, and its successors and assigns, or the~~
10 ~~Assets~~

11 12. At the Closing, the Debtor will deliver to the Buyer all documents required to be
12 delivered by it under the Asset Purchase Agreement, including, without limitation, (a) an executed
13 copy of an instrument of assignment and/or bill of sale, in form and substance acceptable to Buyer,
14 in the form attached hereto as Exhibit "2", assigning and/or transferring the Assets to Buyer, as is,
15 where is, free and clear of any and all Claims; and (b) evidence satisfactory to Buyer of the release
16 and termination of any and all Claims against or in the Assets.

17 13. The Debtor shall take such actions and expend such funds as may be necessary to
18 effectuate the terms of the Asset Purchase Agreement, including, without limitation, with respect
19 to the assumption and assignment of the Assigned Contracts, this Order and all transactions related
20 thereto.

21 14. Buyer is hereby determined to be a "good faith" purchaser under section 363 (m) of
22 the Bankruptcy Code in connection with the purchase of the Assets and assumption and
23 assignment of the Assigned Contracts, and shall be entitled to the protections afforded to a "good
24 faith" purchaser under section 363 (m) of the Bankruptcy Code.

25 15. In the absence of any stay pending appeal, in the event that the parties to the Asset
26 Purchase Agreement consummate the transactions contemplated by the Asset Purchase Agreement
27 and this Order while an appeal from this Order is pending, such parties shall be entitled to rely on
28 the protections of section 363(m) of the Bankruptcy Code.

1 16. All persons and entities who are currently, or on the date of the Closing may be in
2 possession of some or all of the Assets, are hereby directed to surrender possession of the Assets to
3 Buyer on the date of the Closing.

4 17. From and after the date of this Order, the Debtor, its creditors, other parties in
5 interest and each of them shall not take or cause to be taken any action that would interfere with
6 the transfer of the Assets to Buyer in accordance with the terms of this Order and the Asset
7 Purchase Agreement.

8 18. This Order shall (a) be effective as a determination that upon the Closing, all
9 Claims against, in and to the Assets prior to the date of the Closing have been unconditionally
10 released, discharged, extinguished and terminated and that the conveyances described in this Order
11 and in the Asset Purchase Agreement have been effected; and (b) be binding upon and govern the
12 acts of all entities and persons, including, without limitation, all filing agents, filing officers, title
13 agents, title companies, administrative agencies, governmental units, federal, state, and local
14 officers and officials, and all other persons and entities who may be required by operation of law,
15 the duties of office or contract, to accept, file, register or otherwise record or release any
16 documents or instruments, or who may be required to report or insure any title or state of title in
17 or to any of the Assets.

18 19. The provisions of this Order shall be self-executing, and each and every federal,
19 state or local governmental unit shall be, and hereby is, directed to accept this Order as authorizing
20 the Debtor, Buyer and their agents to consummate the transactions authorized and approved by
21 this Order, including the sale of the Assets and the assumption and assignment of the Assigned
22 Contracts. No further approval, consent, license, record keeping, notice and the like of any such
23 federal, state or local governmental unit is required to effectuate, consummate and implement the
24 transactions authorized and approved by this Order, including the sale of the Assets and the
25 assumption and assignment of the Assigned Contracts.

26 20. Pursuant to Section 1146(c) of the Bankruptcy Code, the sale of the Assets is
27 exempt from any and all transfer taxes, recording taxes, stamp taxes, sales taxes and similar taxes
28 imposed upon such sale or transfer under any federal, state, or local law.

1 21. Except as to VennWorks, LLC, if any person or entity that asserts and/or holds a
2 Claim or other interest in the Assets, including, without limitation, a person or entity who has filed
3 financing statements or other documents or agreements evidencing Claims in or against the Assets,
4 shall not have delivered to the Debtor (or to such persons as the Debtor shall have directed) prior
5 to the Closing, in proper form for filing and executed by appropriate persons, termination
6 statements, instruments of satisfaction, or releases of all Claims or other interests which the person
7 or entity has with respect to the Assets, the Debtor and Buyer shall be and hereby are authorized to
8 execute and file such statements, instruments, releases and other documents on behalf of the
9 person or entity with respect to the Assets.

10 22. On the terms and subject to the conditions set forth in the Asset Purchase
11 Agreement and this Order, at the Closing, Buyer shall assume from the Debtor and thereafter pay,
12 perform or discharge in accordance with their respective terms, only the Assumed Liabilities.
13 Pursuant to the Asset Purchase Agreement and this Order, Buyer does not, and shall not assume
14 and/or be liable for, accept, agree to perform, pay, discharge or indemnify the Debtor against or
15 otherwise have any responsibility for, any liabilities, obligations, claims, and commitments of or
16 against the Debtor, whether the same are known or unknown, existing, contingent upon future
17 events or circumstances, accrued, funded, unfunded, fixed, or otherwise. ~~Buyer shall not be~~
18 ~~considered a successor to the Debtor by reason of any theory of law or equity, and Buyer shall~~
19 have no liability except as expressly provided in the Asset Purchase Agreement for any liability of
20 the Debtor, whether or not arising prior to or after the date of the Closing.

21 23. The failure of this Order to include specific reference to any particular provision of
22 the Asset Purchase Agreement shall not diminish or impair the effect of such provision, it being
23 the intent of the Court that the Asset Purchase Agreement shall be authorized and approved in its
24 entirety by this Order.

25 24. As allowed by Bankruptcy Rule 8005, and notwithstanding Bankruptcy Rule 7062,
26 this Order shall be effective and enforceable immediately upon its entry.
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1 25. Pursuant to section 365(k) of the Bankruptcy Code, the assignment of the Assigned
2 Contracts to Buyer will relieve Debtor and its bankruptcy estate from any liability for any breach
3 thereof occurring after such assignment.

4 26. This Order shall be binding upon and inure to the benefit of any successors and
5 assigns of the Debtor or Buyer, including without limitation, any trustee appointed for the Debtor
6 in this chapter 11 case or any converted chapter 7 or subsequent case.

7 27. Nothing in this Order is intended to approve or disapprove of any request for a
8 commission or broker's fee in connection with the sale of Assets.

9 28. Without in any manner limiting the scope of this Court's jurisdiction, this Court
10 shall retain sole and exclusive jurisdiction to resolve any and all matters or disputes arising under
11 or relating to the Asset Purchase Agreement, the sale of the Assets, the assumption and assignment
12 of the Assigned Contracts, this Order and the implementation of this Order.

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14 Dated: FEB 13 2002, 2002

JAMES N. BARR

THE HONORABLE JAMES N. BARR
UNITED STATES BANKRUPTCY JUDGE

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16
17 Submitted By:

18 WINTHROP COUCHOT
19 PROFESSIONAL CORPORATION

20
21 By: 

22 Richard H. Golubow
23 General Insolvency Counsel to
24 Debtor and Debtor-in-Possession
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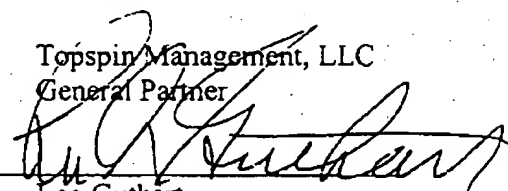
ASSIGNMENT

The undersigned hereby assigns all of its rights under that certain Asset Purchase Agreement, dated as of February 7, 2002, to Security First Corp.

Dated: February 22, 2002

TOPSPIN PARTNERS, L.P.

By: Topspin Management, LLC
General Partner


By: Leo Guthart
Its: Manager

BILL OF SALE

This BILL OF SALE ("Bill of Sale") is made this 22nd day of February, 2002 by and between Ethentica, Inc. a Delaware corporation ("Seller"), and Security First Corp., a Delaware corporation ("Buyer").

RECITALS

A. Topspin Partners, L.P. ("Topspin") and Seller entered into that certain Asset Purchase Agreement, dated February 7, 2002 (the "Agreement"), which provides, on the terms and conditions set forth therein, for the sale by Seller and purchase by Topspin or its designee of substantially all assets of Seller as set forth in the Agreement.

B. Topspin has assigned its rights under the Agreement to Seller.

C. This Bill of Sale is being executed and delivered in order to effect the sale of the assets set forth herein as provided in the Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees as follows:

1. **Assignment.** Seller hereby sells, grants, conveys, bargains, transfers, assigns and delivers to Buyer, and to Buyer's successors and assigns, all of Seller's right, title and interest, legal and equitable, throughout the world, in and to the following:

(a) all inventory of raw materials, work in process and finished goods of Seller, and all inventory of packaging and shipping supplies wherever located, as identified on Schedule 1.0 to the Agreement;

(b) all machinery, equipment, vehicles, furniture, fixtures, supplies, accessories, spare parts, tools and other items of tangible personal property, with all assignable warranty rights and operating manuals and keys relating thereto as identified on Schedule 2.0 to the Agreement;

(c) all computers, software, and related property associated with the operation of the Seller's business as identified on Schedule 3.0 to the Agreement;

(d) Seller's internet domain name and all other rights of any kind associated with Seller's on-line business, including, to the extent assignable, all rights with respect to internet service providers, third party linking sites and all rights of Seller to owned and/or licensed proprietary, customized and mass market computer software and all computer hardware appropriate for the continued operation of Seller's on-line business as identified on Schedule 4.0 to the Agreement;

(e) all of Seller's patents, patent applications and patent disclosures; all inventions (whether or not patentable and whether or not reduced to practice); all trademarks, service marks, trade dress, trade names and corporate names (including without limitation the name "Ethentica") and all the goodwill associated therewith; all registered and unregistered statutory and common law copyrights; all registrations, applications, renewals or common law rights for any of the foregoing; all trade secrets, confidential information, ideas, formulas (whether developed or under development), know-how, manufacturing and production processes and techniques, research information, specifications, designs, plans, improvements, proposals, technical and computer data, documentation and software, financial, business and marketing plans, customer and supplier lists and related information, marketing materials, employee training materials, and product ideas under development (including those related to future promotions and product launches); to the extent transferable, all license rights with respect to intellectual property of third parties; to the extent transferable, all of Seller's rights under all confidentiality agreements, non-disclosure agreements, invention assignment agreements and similar agreements executed between Seller and any employee, consultant or agent of Seller or any other third party with respect to any intellectual property right of Seller described in this Section, and all other intellectual property rights of Seller as identified on Schedule 5.0 to the Agreement;

(f) Seller's catalogs, price lists, mailing lists, subscription lists, customer and supplier lists and all other information as to sources rights of any kind associated with its merchandising business, including, without limitation, all databases containing such information, that pertain to or are necessary to operate the Seller's business and, to the extent assignable, all owned and/or licensed proprietary, customized and mass market computer software and all computer hardware;

(g) copies of books and records, correspondence, files and computer programs and data and databases relating to the Business reasonably required by the Buyer;

(h) all of the Seller's executory contracts that the Buyer seeks to assume and Seller shall seek to assume and assign to Buyer pursuant to Bankruptcy Code Section 365, as identified on Schedule 8.0 to the Agreement;

(i) All records and files pertaining to Seller's business, customers and suppliers, including, without limitation, all supplier, vendor, customer and agency lists, all sales data (including retail prices, product costing and product movement), correspondence with customers, customer files and account histories, and records of purchases from and correspondence with suppliers, but not including the corporate minute books of Seller; and

(j) Any and all other assets of Seller relating to its business which are not specifically identified at paragraphs above and which are not designated as Excluded Assets under the Agreement.

2. **Further Assurances.** Seller agrees that it will, at Buyer's request at any time and from time to time after the date hereof and without further consideration, do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and other instruments and assurances as may be considered by Buyer, its successors and assigns, to be necessary or proper to better effect the sale, conveyance, transfer, assignment, assurance, confirmation and delivery of ownership of the assets described herein to Buyer.

3. **Amendment or Termination: Successors and Assigns.** This Bill of Sale may not be amended or terminated except by a written instrument duly signed by each of the parties hereto. This Bill of Sale shall inure to the benefit of, and be binding upon, each of the parties hereto and their respective successors and assigns.

4. **No Third Parties.** Nothing in this Bill of Sale, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm or corporation other than Buyer and Seller, their successors and assigns, any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this instrument shall be for the sole and exclusive benefit of the Buyer and Seller, their successors and assigns.

5. **Construction.** This Bill of Sale, being further documentation of the conveyances, transfers and assignments provided for in and by the Agreement, neither supersedes, amends, or modifies any of the terms or provisions of the Agreement nor does it expand upon or limit the rights, obligations or warranties of the parties under the Agreement. In the event of a conflict or ambiguity between the provisions of this Bill of Sale and the Agreement, the provisions of the Agreement will be controlling.

6. **Governing Law.** The rights and obligations of the parties under this Bill of Sale will be construed under and governed by internal laws of the State of California, determined without reference to conflicts of law principles.

7. **Counterparts.** This Bill of Sale may be executed in one or more counterparts and by facsimile, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first written above.

SELLER:
ETHENTICA, INC.

BUYER:
SECURITY FIRST CORP.

By: Mark S. O'Hare
Name: Mark S. O'Hare

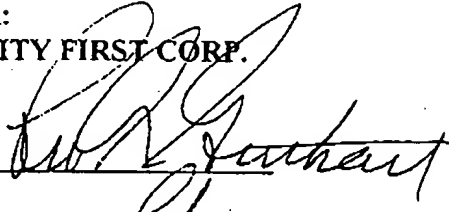
By: _____
Name: _____

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the
date first written above.

SELLER:
ETHENTICA, INC.

By: _____
Name:

BUYER:
SECURITY FIRST CORP.

By: 
Name: 